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Appl. No.: 10/717,383

NOV 02 2007

Arndt, Dated November 2, 2007

Response to Office Action Mailed August 10, 2007

REMARKS:

On the Amendments. In the amendment above, claims 1-2 and 5 are amended, claims 7-8 are withdrawn and now cancelled, and new claims 9-10 are added. Claims 3-4 and 6 are presented without amendment. Claims 1-6 and 9-10 are pending.

Response to Restriction Requirement. Applicant elects without traverse Group I, claims 1-6. Claims 7-8 accordingly have been cancelled. New claims 9-10 have been prepared for inclusion in Group I, by being limited to independent service organizations, by having overlapping subject matter with claims 1-6, and by being capable of use together with the subject matter of claims 1-6.

Response to Section 112, Second Paragraph Rejection. The examiner has rejected each of Claims 1-6 as incomplete, for requiring a reward in each instance. This requirement of a reward is actually intended and correct, as otherwise the claims would be overbroad as corresponding to any griping of a person to a third party who may attempt to intervene in a matter but be rebuffed, without more. Requiring negotiation and receipt of a reward by or for an anonymous reporter is integral to the invention; those instances where no reward is collected are intentionally left outside the scope of this invention. Claims 9-10 also require collection of a reward, for the same reason. It is respectfully submitted that the rejection should now be reconsidered and withdrawn.

Response to Section 102(b) Rejection. In the first action on the merits, claims 1-6 are rejected upon the Shoo '450 patent reference. Shoo however has nothing to do with whistle-blowing but is a common complaint-resolution or mediation scheme about product and service defects. A single malfunctioning toaster or an individual's botched oil change is not within the "fraud, misconduct, error, and other victimization" referred to in the claims and is not within the concept of "whistle-blowing". Whistle-blowing concerns systematic or egregious misconduct by an organization or person, not simply turning out an occasional defective product or unacceptable service. Shoo makes no teaching or suggestion of, and offers no motivation for, establishing a whistle-blower reporting program, particularly as there is no "reward" provided by a victim to the anonymous reporter, but only compensation to a buyer for the bad toaster, etc. The "fee" the examiner refers to (Office action, page 5, second paragraph) is an administrative cost, not a reward paid to a third party for having reported fraud, misconduct, etc., as is required in claims 1 and 6 of the present application.

The Examiner's rejections of the dependent claims are no better supported. Claim 2 requires that the reward be collected and passed to a specified entity on behalf of the reporter, who remains anonymous or not at his or her choice, whereas Shoo only provides public access to complaints and resolutions and to reports of conduct of the parties during the process (see Office action, pages 5-6, para. 12). Thus the Shoo process may obtain compensation for the buyer of the bad toaster, but that is compensation, not reward, and it goes to the injured buyer, not a third-party whistle-blower as here.

Claims 3 and 4 depend from Claim 1 and add to the novel method claimed there a method for communication between the organization and the reporter, including providing security for individual whistle-blowers, not just a public forum such as the Better Business Bureau does. That names are hidden in Shoo does not make access to his site secure for communications purposes.

Claim 5 provides a method for generating a reward to the whistle-blower, whereas Shoo teaches only "settlement of the complaint" for the bad toaster etc., - a wholly different concept, since the victim will be separately compensated in the present invention, in addition to the whistle-blower who may have no stake in the underlying issue apart from wanting to see justice done.

Claim 6 provides a method for funding operation of the independent service organization, from portions of the rewards won for the whistle-blowers, whereas Shoo collects money from everyone involved, whether compensation or replacement of the bad toaster is won or not. That "third party witnesses" may be paid in Shoo - apparently for time testifying, not for initiating a complaint on behalf of a third party - does not teach, suggest, or provide motivation to one to set up an independent service organization as here to facilitate righting of egregious wrongs to others.

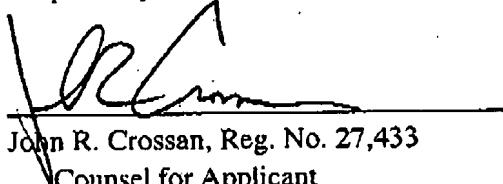
Claims 9-10 distinguish from Shoo at least in the same manner as claims 1-6 as explained above. Claims 9-10 are a bit more detailed in their recitations of steps and limitations.

By the present response, Applicant has amended claims 1-6 as originally filed to place them into condition for allowance and has distinguished the claims as amended from the applied prior art reference, Shoo. The cited but not-applied Walker publication discloses methods and systems for shielding identities of persons who wish to remain anonymous to one another (but known to the trusted central figure) but still conduct a series of exchanges of messages. While this Walker disclosure may be useful alternative or supplement to the present method, it is a different method in that in the present invention identities of whistle-blowers are not merely shielded but are entirely and permanently hidden, known to no one else in the system.

Reconsideration and withdrawal of all of the rejections is requested. It is respectfully submitted that all the claims 1-6 and 9-10 of the application are in condition for allowance and that all requirements, objections, and rejections in the Office action have been met. If any issue remains, please telephone or e-mail undersigned counsel.

Extension Request and Deposit Account Fee Charge Authorization. The Commissioner is hereby authorized to charge any required fees or credit any overpayment associated with this communication, including fees for any necessary extension of time under 37 CFR §1.136(a) for filing this communication, which extension is hereby requested, to our Deposit Account No. 50-0305 of Chapman and Cutler LLP.

Respectfully submitted,



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November 2, 2007